



**Request for Proposal No. EDA117-WDD-2438
Workforce Innovation and Opportunity Act
Youth Programs
City of San Bernardino
2017-2020**

**San Bernardino County
Workforce Development Department
290 North D Street, Suite 600
San Bernardino, CA 92415
February 20, 2017**

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I. INTRODUCTION

A. Solicitation Language

ePro

Proposals or bids must be received by the designated date and time. An electronic proposal or bid can be submitted through the San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/>. Submittals in ePro will be opened from the system's "encrypted lock box" after the deadline and evaluated as stated in this solicitation. If the proposal or bid is submitted through ePro, the proposal or bid may also be withdrawn OR retrieved, adjusted and re-submitted by the vendor at the time prior to the scheduled deadline for submission of the proposal or bid.

Paper responses will also be accepted at the location identified in the solicitation, by mail or in person to the address listed in Section I, Paragraph G and will be time/date stamped when received and can be withdrawn at any time prior to the scheduled deadline for submission of the proposal or bid. If the proposal or bid is submitted through ePro, the proposer/bidder acknowledges that its electronic signature is legally binding. **All proposers/bidders must register with the ePro system prior to the date and time to receive the bid or proposal or they will be disqualified. Late or incomplete proposals or bids will not be accepted.** System-related issues in ePro shall be directed to Vendor support at ePro.Vendors@buyspeed.com or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060.

B. Purpose

San Bernardino County, through its Local Workforce Development Board (LWDB) (formerly known as the Workforce Investment Board, or (WIB), and the Workforce Development Department (WDD), hereafter referred to as the "County" is seeking proposals from interested and qualified Proposers to conduct up to 24-month programs providing youth services as allowed under Title I of the Workforce Innovation and Opportunity Act (WIOA) for the City of San Bernardino, California.

Youth-oriented organizations with or without previous experience as a contractor with the County are encouraged to submit proposals, however, only proposals from organizations that can demonstrate that they have the ability and capacity to provide youth services within the City of San Bernardino will be accepted. Proposals will need to clearly articulate their knowledge of the barriers and needs of the youth of the City of San Bernardino and show linkages with the City School District, local employers, community colleges, vocational/technical trade schools, charter schools, alternative schools offering GED services, and other community based organizations.

Proposers that do not have the current linkages with the above mentioned entities must clearly demonstrate that they have successfully formed similar linkages in previous or current similar projects.

Funding for this Request For Proposal (RFP) and any contract(s) awarded to successful Proposers is through Title I of the WIOA: Catalog of Federal Domestic Assistance (CFDA) #17-259, Federal Grant Award Number 10-254-3597.

C. Contract Award and Funding Available

It is anticipated that final selection of the successful Proposer(s) will be made no later than April 2017. The selected Proposer(s) will be notified and contract negotiations will commence.

The Contracted youth program(s) will commence as soon as possible. Funding being made available is contingent upon the availability of federal WIOA funds.

D. Term of Contract

Specific services to be provided under this RFP are outlined under Section IV-Program Design. The Contract period will be for a two (2) year period beginning on July 1, 2017 through June 30, 2019, with the option to renew up to two additional terms. Funding will be negotiated yearly based upon state WIOA Youth allocations to San Bernardino County.

E. Minimum Proposer Requirements

All Proposers must:

1. Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.
2. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
3. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
4. Provide references of a minimum of three (3) other customers, one (1) of which should be a government agency, involving the Proposer's delivery of services that demonstrate the ability of the Proposer to provide WIOA Youth services as outlined in this RFP. All references must have names, titles and phone numbers. (*Attachment E*)
5. Meet other presentation and participation requirements listed in this RFP.

F. Mandatory Proposal Conference

1. A mandatory proposal conference will be held on: **Monday, March 6, 2017, 9:00 AM PST**
San Bernardino County
Workforce Development Department
290 North D Street, Suite 600
San Bernardino, CA 92415

*******DOORS WILL BE LOCKED AND NO OTHERS WILL BE ADMITTED AFTER 9:00 AM*******

2. Attendance at the conference is mandatory. No proposal will be accepted from any Proposer who fails to attend the proposal conference.
3. **BRING YOUR OWN COPY OF THE RFP. COPIES OF THE RFP WILL NOT BE PROVIDED AT THE CONFERENCE.**

G. Questions

Questions regarding the contents of this RFP must be submitted in writing on the County's ePro website on or **before 12:00 PM Monday, March 13, 2017**. All questions will be answered and both the question and answer will be posted on the County's ePro website.

H. Correspondence

All correspondence, are to be submitted to:

San Bernardino County
Workforce Development Department
Attn: Janeth Tran, Staff Analyst II
290 North D Street, Suite 600
San Bernardino, CA 92415
(909) 387-9869 Phone
(909) 889-2848 Fax
Janeth.Tran@wdd.sbcounty.gov Email

Proposals will not be accepted by email or facsimile.

I. Admonition to Proposers

Once this RFP has been issued, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Failure to adhere to this policy may result in disqualification of the Proposer. All questions regarding this RFP can be presented in writing as indicated in Section I, Paragraph G-Questions.

J. Proposal Submission Deadline

Proposals or bids must be received no later than **Monday, March 27, 2017 4:00 PM PST**. Postmarks will not be accepted in lieu of actual receipt. Facsimile or electronically transmitted proposals will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be accepted.

II. PROPOSAL TIMELINE

Release of RFP	Monday, February 20, 2017
Mandatory Proposal Conference	Monday, March 6, 2017, 9:00 AM PST
Deadline for Submission of Questions	12:00 PM Monday, March 13, 2017
Deadline for Proposals	Monday, March 27, 2017, 4:00 PM PST
Tentative Date for Awarding Contract	June 2017

III. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers in writing, if the County rejects all proposals. The County also reserves the right to terminate this RFP process at any time.

B. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening and up to the end of the agreement period.

C. Modifications

The County reserves the right to issue addenda or amendments to this RFP if the County considers that additional clarifications are needed. Only those Proposers represented at the proposal conference will receive addenda or amendments issued after the Mandatory Conference.

D. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.

E. Local Preference

The County has adopted a preference for Vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the Local Preference Policy (County Policy 11-10), "principal place of business" is defined as the Vendor's main office (or headquarters) or a major regional office. A "major

regional office” is defined as a business location apart from the Vendor’s main office (or headquarters) which:

1. Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an LOS/RFQ/Quote for any contract, agreement, or purchase order to which it responds; and
2. Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
3. Has a minimum of twenty-five percent (25%) of the Vendor’s full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County’s Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County’s needs are equal, County staff must determine if one of the Vendors is a local Vendor. If one of the Vendors is a local Vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other Vendor’s quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local Vendor for the contract award.

F. Incurred Costs

The County is not obligated to pay any costs incurred by Proposers in the preparation of a proposal in response to this RFP. Proposers agree that all costs incurred in developing this proposal are the Proposer’s responsibility. For current Contractors, none of the costs incurred, including the costs of printing, copying, travel, or staff compensation may be invoiced for through any of your current Contracts.

G. Negotiations

The County may require the potential Proposer(s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

H. Formal Contract

Proposer will be required to enter into a formal Contract with the County. This RFP sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFP, Proposer will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing. All objections to any provisions of the final contract should be listed on *Attachment C – Exceptions to RFP*.

I. Confidential Information

All proposals, bids and materials submitted become property of the County. All proposals/bids received are subject to the “California Public Records Act”. While the County takes every measure permissible to keep all “proprietary information” identified, Proposers are asked to label the information “PROPRIETARY” and enclose it in a separate envelope marked as such.

J. Final Authority

The final authority to award contracts as a result of this RFP rests solely with the San Bernardino County Board of Supervisors.

K. Pricing Discrepancy

In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail.

Please do not include any additional information that is not required by this Request for Proposal.

IV. WIOA YOUTH PROGRAM DESIGN

A. Background

President Barack Obama signed the Workforce Innovation and Opportunity Act (WIOA) into law on July 22, 2014. WIOA took effect on July 1, 2015 and is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. The Act supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. For more information, go to <http://www.doleta.gov/wioa/>.

WIOA makes key investments in serving Out-of-School Youth. It prepares vulnerable youth and other young job seekers for successful employment through increasing the use of proven service models. Highlights include:

- At least 75 percent of youth formula funds must be used to serve out-of-school youth. The County will commit 95 percent of its WIOA youth formula funds to serve out-of-school youth.
- At least 20 percent of youth formula funds must be used for work experience activities such as pre-apprenticeship, on-the-job training, and internships so that youth are prepared for employment.
- Youth with disabilities will receive extensive pre-employment transition services so they can successfully obtain competitive integrated employment.
- WIOA brings together, in strategic coordination, the core programs of Federal investment in skill development. This includes adult education, literacy programs, and Vocational Rehabilitation state grant programs that assist individuals with disabilities in obtaining employment administered by the Department of Education (DoED).

Successful proposals will be funded by WIOA, monitored for performance and full compliance with federal, state, and local statutes and all terms of the Contract executed by the County.

B. Priority Populations

Across the United States approximately 6.7 million young people between the ages of 17-24 (approximately one in six of this age group) are neither in school nor participating in the labor market – a population known as “Opportunity Youth”. These young people can face multiple barriers including parenting, disabilities, mental and physical health problems, incarceration or criminal records, homelessness, runaway, an individual who is in foster care or has aged out of the foster care system, etc. The impact of disconnection to education and employment is multi-generational and broadly felt and experienced not only by the youth but also by their families, their communities and local economies, and the nation at large. The average Opportunity Youth costs taxpayers \$13,900 per year between the ages of 18-24 and a total of \$235,680 over their lifetime (Belfield, Levin and Rosen, 2012).

At the same time, the demand-side of the US economy is calling for better-trained talent to compete nationally and internationally. By 2018, 63% of jobs are projected to require some postsecondary education, versus just 28% of jobs in 1973 (Carnevale, Strohl and Smith, 2013). In the face of these rising job requirements, young adults have never done worse in the job market than in the past decade. Among African American youth, the national unemployment rate is 38%. Among dropouts, the estimated unemployment rate is nearly 44% (Sum, Khatiwada, Mykhaylo and others 2014).

Locally, the County defines Opportunity Youth as young people between the ages of 17-24 who do not have a high school diploma, or who have a high school diploma and is basic skills deficient or an English language learner but are not working and not in school, or who are underemployed. Proposals must demonstrate an understanding of this population – their needs and challenges, the interventions needed to

support this population, and identify how they will engage and partner with regional and/or local businesses and educational entities to address these issues.

C. Eligibility (includes some locally imposed criteria)

1. Out-of-School Youth must be:
 - a. Aged 16-24,
 - b. Authorized to work in the United States, and
 - c. Meet one or more of the following:
 - i. School dropout,
 - ii. Within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter,
 - iii. Recipient of a secondary school diploma or it's recognized equivalent who is basic skills deficient or an English language learner, and is low-income,
 - iv. Subject to the juvenile or adult justice system,
 - v. A homeless individual defined in sec. 41403(6), Violence Against Women Act (42 U.S.C. 14043e-2(6)), a homeless child or youth, a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477, Social Security Act (42 U.S.C. 677)*, or in out-of-home placement,
 - vi. Pregnant or parenting, and/or
 - vii. A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment (please see Section IV. C. 3.)

**42 U.S.C. 677 is the John H. Chafee Foster Care Independence Program.*

2. In-School Youth must be:
 - a. Aged 16 to 21,
 - b. Authorized to work in the United States,
 - c. Low-income**, and
 - d. Meet one or more of the following:
 - i. Basic skills deficient,
 - ii. English language learner,
 - iii. An offender,
 - iv. Homeless, a runaway, in foster care or has aged out of the foster care system,
 - v. Pregnant or parenting,
 - vi. Disabled, and/or
 - vii. Requires additional assistance to enter or complete an educational program or to secure or hold employment. (Please see Section IV. C. 3.)

***Definition expanded under WIOA to include; youth receiving or eligible to receive a free or reduced price school lunch are considered "low-income" as well as those living in a "low-income area".*

3. Additional Assistance are youths who:
 - a. Have a core grade point average (GPA) of less than 1.5,
 - b. Are emancipated youth,
 - c. Are previous dropouts or have been suspended five or more times or have been expelled,
 - d. Have received court/agency referrals mandating school attendance,
 - e. Have been referred to or are being treated by an agency for a substance abuse related problem,
 - f. Have experienced recent traumatic events, are victims of abuse, or reside in an abusive environment as documented by a school official or other qualified professional,
 - g. Have serious emotional, medical, or psychological problems as documented by a qualified professional,

- h. Have gang affiliation or are at risk of affiliation as documented by school official or police department indicating gang activity in the area, and/or
- i. Have an incarcerated parent as documented by the court.

D. Target Population

For this RFP, a minimum of 95% of all youth enrollments shall be out-of-school youth who are 16-24 years old.

E. Program Elements under WIOA

All Proposers must be able to provide directly or through linkages all of the below WIOA Program Elements to enrolled youth.

1. Tutoring, study skills training, and instruction leading to the completion of secondary school, including dropout prevention strategies,
2. Alternative secondary school services, or dropout recovery services,
3. Paid/Unpaid work experiences that have as a component academic and occupational education, which may include:
 - a. Summer and year-round employment opportunities,
 - b. Pre-apprenticeship programs,
 - c. Internships and job shadowing, and/or
 - d. On-the-job training opportunities,
4. Occupational skill training,
5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation,
6. Leadership development opportunities,
7. Supportive services,
8. Adult mentoring for the period of participation,
9. Follow-up services for not less than 12 months after completion of participation,
10. Comprehensive guidance and counseling,
11. Financial literacy education,
12. Entrepreneurial skills training,
13. Services that provide labor market and employment information, and
14. Activities that help youth prepare for and transition to postsecondary education and training.

F. Priority Elements

The primary consideration of this RFP is to seek proposals that offer innovative approaches to providing youth with the skills essential to be successful in careers which have been identified by the County as high growth, high demand industries within their communities. Included in this RFP is a listing of the demand industries/occupations or career ladders that have been determined to be available within most regions of San Bernardino County. (See Section IV. L. Career Pathways Approach)

The County has determined a priority need for youth services in three (3) of the fourteen (14) WIOA elements. Therefore, in accordance with WIOA regulations this RFP seeks to competitively select programs for funding that reflect the three (3) WIOA priority elements. These elements are as follows:

1. Paid and unpaid work experiences, including summer employment opportunities, internships, pre-apprenticeship programs, job shadowing and on-the-job training opportunities.
2. Occupational skill training; which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in demand industry sectors or occupations.

3. Leadership development opportunities, which may include such activities as positive social behavior and soft skills, decision making, team work, and other activities.

Proposers have the option of including any combination of the required elements into their proposals. To be eligible to receive a contract award, a Proposer must directly provide all priority elements listed above.

Proposals will also need to clearly demonstrate their established community partners (e.g. City School District, local employers, community colleges, vocational/technical trade schools, charter schools, alternative schools offering GED services, and other community based organizations) in the City of San Bernardino.

Proposers that do not have the current linkages with the community partners in the examples above must clearly demonstrate that they have successfully formed similar linkages in previous or current similar projects.

G. Federal WIOA Performance Measures

Under WIOA new performance measures have been established. Youth performance measures are negotiated by the County, the State, and the Department of Labor. The Proposer is asked to consider these long-term performance measures in any program strategy, data collection, or management design decisions they make in meeting and/or exceeding performance requirements negotiated by the County.

At a minimum, successful Proposers will be measured on their success in achieving each of these outcomes for youth:

- **Placement in Employment, Education, or Training** – Measured in Quarter two (Q2) after exit.
- **Retention in Employment, Education, or Training** – Percentage of participants in education, training, or unsubsidized employment, measured in Quarter four (Q4) after exit.
- **Earnings after entry into unsubsidized employment** – Median earning of participants in unsubsidized employment during Quarter two (Q2) after exit.
- **Credential Rate** – Percentage of participants who obtain a recognized credential or secondary diploma during participation or within 1 year after exit.
- **In Program Skills Gains*** – Percentage of participants in education leading to credential or employment during program year achieving measurable gains. To include literacy and/or numeracy gains of one or more Educational Functioning Levels (EFL) (Measured in ‘real time’).
- The DOL, State of California, or the County LWDB may establish additional performance measures.

**Please note that at this time not all In Program Skills Gains have been fully defined by the DOL. Successful proposers will be held to all performance measures as they are defined throughout the Contract period.*

H. Youth Outreach

Successful Proposers shall plan to conduct outreach efforts focused on the youth within the City of San Bernardino. Outreach efforts should reflect the demographics of the city.

I. Intake and Assessment

Successful Proposers shall prepare plans to determine the eligibility of potential youth participants, secure documentation to support eligibility, retain complete individual participant files and ensure the referral of non-WIOA eligible youth to an America’s Job Center of California (AJCC) or other youth

service provider. Narrative responses must reflect an understanding of all youth and family services currently being provided within the proposed area of service.

Successful Proposers shall conduct a comprehensive assessment of eligible youth to determine the appropriate service strategy for them in the following categories: educational, vocational/occupational and psychosocial. Educational assessments measure academic performance and cognitive ability and must be approved by the National Reporting System for Adult Education (NRS). For more information regarding NRS approved assessments, please visit <http://www.nrsweb.org/NRSwork/assessment.aspx>. Vocational/Occupational assessments measure employment-related interests, goals and values and vocational aptitude. Psychosocial assessments measure cognitive ability, behavior and social/emotional health. The County reserves the right to require specific assessment tools.

J. Individual Service Strategy

Individual Service Strategy (ISS) is an individualized plan prepared jointly by a case manager and youth participant for the activities the youth will engage in while in the program. Each case manager and each youth are required to review together all assessment results. They should approach the creation of the ISS by having the end result in mind at the beginning-by agreeing on the performance outcome that is the desired goal of the ISS. The ISS should create a mix and sequence of activities best suited to help the participant reach the agreed-upon goal. Both case manager and participant then sign the ISS, signifying their agreement to work together toward reaching the outcome. The ISS is a “living document” and must be reviewed by the case manager and youth on a regular basis (at least quarterly during the first year of participation).

Successful Proposers shall prepare an ISS for each enrolled youth. All services and activities included in the strategies shall be based on the participant’s assessment and result in outcomes that contribute to the County meeting its federally established performance standards.

K. Case Management Strategy

Case management is the core of service provision for the System and successful Proposers shall designate adequate resources to provide such services. Distinct case management strategies shall be developed for all youth. Strategies shall focus on re-engaging youth with school or preparing them for work. It is expected that case managers will meet with youth at a minimum of twice per month. Proposers must also include strategies in their plan to ensure continued participation of youth in the program.

L. Career Pathways Approach

Successful Proposers should highlight a career-pathway-oriented framework that has the goal of increasing an individual’s educational, skills attainment, and employment outcomes while meeting the needs of local employers and growing sectors and industries. Career pathway programs offer a clear sequence, or pathway, of education coursework and/or training credentials aligned with employer-validated work readiness standards and competencies. An example for proposals could be showing already established linkages with city schools for the career pathway. Another example could be already established work experience or work-based learning included in the proposal.

Proposers that do not have current linkages with City School District, local employers, community colleges, vocational/technical trade schools, charter schools, alternative schools offering GED services, and other community based organizations must clearly demonstrate that they have successfully formed similar linkages in previous or current similar projects.

A career pathways approach helps to simplify difficult-to-navigate systems, making training and credentialing programs more accessible to at-risk and out-of-school youth. It also creates easy-to-follow paths to industry-recognized credentials while providing the necessary support services. In addition, career pathways provides work-focused alternatives to traditional college settings by offering academic instruction within the context of particular occupations or industries at the basic and developmental levels while complementing and meeting the labor demands of growing industries.

The County has identified the following industries to be in-demand in San Bernardino County:

- Manufacturing,
- Healthcare,
- Transportation and Logistics,
- Energy and Utilities, and
- Construction.

M. Employer Participation

The active participation of employers is critical to the success of the System. Successful Proposers must identify employers that will provide subsidized employment for youth, as well as employers that will participate in the identification of appropriate training strategies to prepare youth for career-oriented employment. Such employers should also commit to hire qualified trainees.

Employers should be engaged in confirming the skills and credentials required for occupations. Employers may also play a role in program curriculum design and instructions, where applicable. Finally, employers may provide vocational training, work experience (e.g. internships and apprenticeships), and ultimately, permanent jobs as part of the career pathways system.

N. Follow-up Strategies

Under WIOA, the requirements for follow-up on exited youth have dramatically increased. Successful Proposers shall follow up on the status of exited youth for a period of at least one year to determine if the service strategy was successful and if the youth continues to be enrolled in school or employed. Regular contact with youth shall continue through this follow up period offering additional services including but not limited to; leadership development, supportive services, adult mentoring, and comprehensive counseling services.

O. Reporting of Youth Activity

All activities from enrollment through exit to follow-up shall be reported to the County utilizing the forms and systems provided by the County. Timely and accurate reporting of youth activities shall be a priority.

V. CONTRACT REQUIREMENTS

A. General

1. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

2. Iran Contracting Act of 2010

In accordance with Public Contract Code section 2204(a), the Proposer certifies that at the time the proposal is submitted, the Proposer signing the proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203

(<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx> as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Proposers are cautioned that making a false certification may subject the Proposer to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. **Proposer agrees that signing the Proposal shall constitute signature of this Certification.**

3. **Representation of the County**

In the performance of the Contract, Vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County.

4. **Vendor Primary Contact**

The Vendor will designate an individual to serve as the primary point of contact for the Contract. Vendor or designee must respond to County inquires within two (2) business days. Vendor shall not change the primary contact without written notification and acceptance of the County. Vendor will also designate a back-up point of contact in the event the primary contact is not available.

5. **Change of Address**

Vendor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

6. **Subcontracting**

Vendor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the County. Any subcontracting shall be subject to the same terms and conditions as Vendor. Vendor shall be fully responsible for the performance and payments of any subcontractor's contract.

7. **Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Vendor either in whole or in part.

8. **Contract Amendments**

Vendor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the person(s) authorized to do so on behalf of Vendor and the County.

9. **Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

10. **Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

11. **Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not

constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

12. Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

13. Contract Exclusivity

This is not an exclusive Contract. The county reserves the right to enter into a Contract with other proposers for the same or similar services.

14. Termination for Convenience

The County for its convenience may terminate this Contract in whole or in part upon thirty (30)-calendar day's written notice. Such adjustment shall provide for payment to the Vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Vendor shall promptly discontinue services unless the notice directs otherwise. Vendor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

15. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Part B-1 Indemnification.

16. Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

17. County Representative

The Deputy Executive Officer of Workforce and Economic Development or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. The San Bernardino County Board of Supervisors must approve all amendments to this Contract.

18. Venue

The venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

19. Fiscal Provisions

- a. The maximum amount of reimbursement/payment under this Contract shall be subject to availability of other funds to the County. The consideration to be paid to Proposer, as provided herein, shall be in full payment for all Proposer's services and expenses incurred in the performance hereof, including travel and per diem.
- b. All contracts shall be cost reimbursement.

- c. Contractor shall provide County itemized monthly invoices, in arrears, for services performed under this Contract by the 10th of every month. The County shall make payment to Contractor within sixty (60) working days after receipt of the completed invoice with required supporting documents or the resolution of any billing dispute. Invoice must be on County approved template and include all required supporting documents.
- d. Proposer shall accept all payments from County via electronic fund transfer (EFT) directly deposited into the Proposer's designated checking or other bank account. Proposer shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- e. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Proposer or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- f. Costs for services under the terms of this Contract shall be incurred during the Contract period except as approved by County. Proposer shall not use current year funds to pay prior or future year obligations.
- g. Funds made available under this Contract shall not supplant any federal, state or any government funds intended for services of the same nature as this Contract. Proposer shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Proposer agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

20. Licenses, Permits, and/or Certifications

Vendor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Vendor shall maintain these licenses, permits, and/or certifications in effect for the duration of this Contract. Vendor will notify County immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain required licenses, permits, and/or certifications may result in immediate termination of this Contract.

21. Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, the Vendor shall notify the County within one (1) working day, in writing and by telephone.

22. Conflict of Interest

Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Vendor or officer or employee of the Vendor.

23. Improper Consideration

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

24. Employment of Former County Officials

Vendor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

25. Improper Influence

Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract, or shall have any relationship to the Vendor or office or employee of the Vendor.

26. Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

27. Inaccuracies or Misrepresentations

If in the administration of a Contract, the County determines that Vendor has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the County during the RFP process, the Contract may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

28. Ownership of Documents

All documents, data, products, graphics, computer programs, and reports prepared by the Vendor pursuant to this Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to the County at the completion of work under this Contract, subject to the requirements of Section V, Paragraph A.14-Termination for Convenience. Unless otherwise directed by the County, Vendor may retain copies of such items.

29. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this contract shall acknowledge the San Bernardino County as the funding agency and Vendor as the creator of the publication. No such materials or properties produced in whole or in part under this contract shall be subject to private use, copyright or patent right by Vendor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this contract must be filed with the County prior to publication.

30. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Contract or Vendor's relationship with County may be made or used without prior written approval of the County.

31. Air, Water Pollution Control, Safety and Health

Vendor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this contract.

32. Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Vendor agrees that the Vendor and the Vendor's employees, while performing service for the County, on County property, or while using County equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- c. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Vendor or Vendor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Vendor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Vendor has with the County, if the Vendor or Vendor's employees are determined by the County not to be in compliance with above.

33. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the Vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

34. Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Vendors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Vendors to use both sides of paper sheets for reports submitted to the County whenever practicable.

Although the County has not committed to allowing a cost preference, if two products are equivalent and the cost is feasible the environmentally preferable product would be selected. The intent is to utilize Vendors that reduce environmental impacts in their production and distribution systems whenever fiscally practicable.

35. Employment Discrimination

During the term of the Contract, Vendor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Vendor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

36. Debarment and Suspension

The Vendor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.

37. Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

38. Iran Contracting Act

Iran Contracting Act of 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Vendor certifies that at the time the Contract is signed, the Vendor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202e engaging in investment activities in Iran described in subdivision (a) of the Public Contract Code section 2202.5 or as a person described in subdivision (b) of the Public Contract Code section 2202.5, as applicable.

Vendors are cautioned that making a false certification may subject the Vendor to civil penalties, termination of existing Contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

39. Personally Identifiable Information

Vendor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Vendor shall not use or disclose any identifying information for any other purpose other than carrying out the Vendor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

B. Indemnification and Insurance Requirements

1. Indemnification

The Vendor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Vendor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights

The Vendor shall require the carriers of the above-required coverage's to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Vendors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Vendor and Vendor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Vendor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Severability of Interests

The Vendor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Vendor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Vendor or County payments to the Vendor(s)/Applicant(s) will be reduced to pay for County purchased insurance.

Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In

addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Vendor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

2. **Insurance Specifications**

The Vendor agrees to provide insurance set forth in accordance with the requirements herein. If the Vendor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Vendor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Vendor and all risks to such persons under this Contract.

If Vendor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Vendors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance

The Vendor shall carry General Liability Insurance covering all operations performed by or on behalf of the Vendor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations)
- d. Explosion, collapse and underground hazards.
- e. Personal Injury
- f. Contractual liability

g. \$2,000,000 general aggregate limit

Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Vendor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Vendor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Services Requirements

Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Contract completion.

C. Right to Monitor and Audit

1. Right to Monitor

The County, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under this Contract. Vendor shall give full cooperation, in any auditing or monitoring conducted. Vendor shall cooperate with the County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by the County.

In the event the County determines that Vendor’s performance of its duties or other terms of this contract are deficient in any manner, County will notify Vendor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Vendor shall remedy any deficiency within forty-eight (48) hours of such notification, or County at its option, may terminate this contract immediately upon written notice, or remedy deficiency and off set the cost thereof from any amounts due the Vendor under this contract or otherwise.

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

D. Correction of Performance Deficiencies

1. Failure by Vendor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
2. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract.
 - a. Afford Vendor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 - b. Discontinue the reimbursement to Vendor for and during the period in which Vendor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by Vendor but yet unpaid by the County those monies disallowed pursuant to Item “2” of this paragraph; and/or
 - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Vendor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Vendor under this Contract and the balance, if any, shall be paid by the Vendor upon demand.

VI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit proposals for consideration. Submission of a proposal indicates that the Proposer has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Eligible Proposers include: any public educational institution, community-based organization, non-profit or for-profit agency, or government agency serving San Bernardino County youth, ages sixteen (16) through twenty-four (24). Youth in school shall have senior status.

Agencies should have facilities and staff in the geographic area they are proposing to serve, or present in their proposal a plan describing how they would provide services and a timeline with tasks to be accomplished in order to meet the prescribed date for client services to begin. The County strongly encourages partnerships with local employers, community educational institutions, and other youth programs, including but not limited to, other WIOA Youth Service Providers. In addition, Proposers must be capable of linking participants with a local San Bernardino County AJCC for life-long job seeking services. It is mandatory for all selected providers to attend a one-day Youth Service Provider training session and regular Youth Service Provider trainings and meetings. Any organization or person currently operating a WIOA Youth Program under contract with the County shall not be eligible to submit a proposal or receive a contract under this RFP if such organization or person has any outstanding Corrective Action Tracking System (CATS) items either at the time the proposal is submitted or prior to the award of Contract under this RFP.

3. Proposals or bids must be received by the designated date and time. All Proposers must submit a proposal that is original, (not duplicated from other sources) and developed within the past thirty

(30) days. Proposers must submit one (1) original and five (5) copies of the unbound proposal. In addition, an electronic proposal or bid must be submitted through the San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/>. Submittals in ePro will be opened from the system's "encrypted lock box" after the deadline and evaluated as stated in this solicitation. If the proposal or bid is submitted through ePro, the proposal or bid may also be withdrawn OR retrieved, adjusted, and re-submitted by the vendor at any time prior to the scheduled deadline for submission of the proposal or bid. Paper responses will also be accepted at the location identified in the solicitation and can be withdrawn at any time prior to the scheduled deadline for submission of the proposal or bid. When the proposal or bid is submitted through ePro, the proposer/bidder acknowledges that its electronic signature is legally binding. **All proposers/bidders must register with the ePro system prior to the date and time to receive the bid or proposal or they will be disqualified. Late or incomplete proposals or bids will not be accepted.** System-related issues in ePro shall be directed to Vendor support at ePro.Vendors@buyspeed.com or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060.

4. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
5. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
6. All proposals and materials submitted become property of the County. All proposals received are subject to the "California Public Records Act". While the County takes every measure permissible to keep all "proprietary information" identified, Proposers are asked to label the information "PROPRIETARY" and enclose it in a separate envelope marked as such.

B. Proposal Presentation

1. All proposals must be submitted on 8 ½ x 11 paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. One (1) original and five (5) copies, for a total of six (6), of the complete proposal must be received by the deadline for receipt of proposal specified in Section II-Proposal Timeline. The original and all copies must be in a sealed envelope or container stating on the outside: Proposer Name, Address, Telephone Number, RFP number, RFP Title, and Proposal due date.
3. Hand carried proposals may be delivered to the address identified in Section I. Paragraph H-Correspondence, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the County. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

The County reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

C. Proposal Format

All Proposers must respond to the questions and instructions contained in this RFP. Answer questions in concrete language, use quantifiable measurements whenever possible, and be specific about the role of each collaborator. Narratives should answer the following questions; what will be done, who will do it, who will receive service, how and where it will be done. Narrative responses shall be limited to a maximum of twenty-five (25) pages (excluding flowcharts, exhibits and attachments).

Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

1. **Cover Page**

Attachment A is to be used as the cover page. This form must be fully completed and signed by an authorized officer of the Proposer.

2. **Proposal Contents Checklist**

Attachment B is to be used as the table of contents. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Proposal Contents Checklist.

3. **Exceptions to RFP**

Complete *Attachment C*.

4. **Statement of Certification and Qualifications**

Include the following on *Attachment D*:

- a. A statement that the offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded,
- b. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other Proposer or Competitor for the purpose of restricting competition,
- c. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law,
- d. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded,
- e. A statement that the Proposer agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed,
- f. A statement that the prospective Proposer, if selected will comply with all applicable rules, laws and regulations,
- g. Number of years the Proposer has been in business under the present business name, as well as related prior business names,
- h. A statement that the Proposer has a demonstrated capacity to perform the required services, and
- i. A statement that the Proposer does not have any commitments or potential commitments that may impact the Proposer's ability to perform this Contract.

5. **References**

Provide a minimum of three (3) references from other agencies that you have established a contract with on a project of this nature, of same or similar size as the County. Provide Contact Name, Address, Phone Number, and dates services were provided on *Attachment E*.

6. Organizational Chart

Exhibit IV - Organizational Chart shall clearly show the organization of the organization and the hierarchy of the members. It must include:

- a. Organizational framework for the proposed Project.
- b. Company name and key staff name for each role identified in the chart.

7. Cost

Complete Total Budget Request on *Attachment G*.

8. Employment of Former County Officials

Provide information on former San Bernardino County administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business and should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

9. Insurance

Submit evidence of ability to insure as stated in Section V, Paragraph B-Indemnification and Insurance Requirements.

VII. EVALUATION

This RFP represents the initiation of a competitive process designed to obtain the service of the most competent bidder consistent with the County's general contracting requirements. The County will follow the general guidelines below in evaluating the proposals, selecting successful contractors and awarding Contracts.

The County shall have sole discretion over the evaluation of the Proposals. Proposal will be evaluated using a point system in the areas of Demonstrated Ability, Program Design, Cost Reasonableness, and Systems Objectives.

A total of 100 points, a minimum score of 70 points out of 100 is required to be considered successful. An additional 30 bonus points *may* be awarded based on the review of proposals. Only successful proposals will be considered for funding.

Proposals will be evaluated against other proposals. Consideration of any or all of the criteria is at the County's sole discretion. The County reserves the right to verify information contained in the proposal. If the information cannot be verified, the County reserves the right to reduce the rating points.

A. NARRATIVE 1 – Demonstrated Ability – Total 25 Points

Favorable consideration will be given to proposers with demonstrated experience in managing WIA/WIOA funds or other grants and providing services in the city.

- All Proposers will be evaluated on documented performance for the two most recently completed program years in enrolling youth ages 16-24, in measuring the satisfaction of the youth served, in assisting youth with returning to school, securing employment and securing diplomas and/or credentials that identify the youth as having vocational skills and, in managing programs/contracts in a manner that exhibits the proposer's administrative capability.
- Total number of youth ages 16-24 that have been served over the two most recently completed program years including funding received.
- Narrative description of providing services comparable to those identified in the Program Design. (Section IV)

Describe the Proposer's demonstrated ability for the past two years in the following areas, clearly articulating the measureable outcomes including the roles of specific partners involved in achieving program goals.

1. Operating a workforce development program targeted at youth ages 16-24, specifically addressing the program's experience serving out-of-school youth;
2. Partnering with other non-profit, for-profit and public entities and with local school districts, adult education programs, community colleges, youth-focused community-based organizations, and business/employers in operating a workforce development program targeted at youth;
3. Providing services to youth in the City of San Bernardino;
4. Providing services to special populations including pregnant/parenting teens, homeless youth, foster youth, youth with disabilities, those involved with the criminal justice system, and diverse demographic groups reflective of the area(s) you propose to serve;
5. Providing the following specific program elements:
 - a. Tutoring, study skills training, and instruction leading to the completion of secondary school, including dropout prevention strategies,
 - b. Alternative secondary school services, or dropout recovery services,
 - c. Paid/Unpaid work experiences that have as a component academic and occupational education, which may include:
 - i. Summer and year-round employment opportunities,
 - ii. Pre-apprenticeship programs,
 - iii. Internships and job shadowing,
 - iv. On-the-job training opportunities,
 - d. Occupational skill training,
 - e. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation,
 - f. Leadership development opportunities,
 - g. Supportive services,
 - h. Adult mentoring for the period of participation,
 - i. Follow-up services for not less than 12 months after completion of participation,
 - j. Comprehensive guidance and counseling,
 - k. Financial literacy education,
 - l. Entrepreneurial skills training,
 - m. Services that provide labor market and employment information, and
 - n. Activities that help youth prepare for and transition to postsecondary education and training.
6. Managing projects which include working closely with employers and training providers in the employment, development and implementation of training programs for specific occupations.

B. NARRATIVE 2 – Program Design – Total 40 Points

This category will evaluate the proposed program design as described in the narratives and exhibits submitted with the proposal.

The County reserves the right to require a pre-award interview, site inspection, and/or telephone conference call to verify information contained in the proposal and to determine if the proposed facilities are appropriate for the services to be provided.

1. VISION

Describe how your program design will address the Countywide Vision Statement:

We envision a complete county that capitalizes on the diversity of its people, its geography, and its economy to create a broad range of choices for its residents in how they live, work, and play.

We envision a vibrant economy with a skilled workforce that attracts employers who seize the opportunities presented by the county's unique advantages and provide the jobs that create countywide prosperity.

We envision a sustainable system of high-quality education, community health, public safety, housing, retail, recreation, arts and culture, and infrastructure, in which development complements our natural resources and environment.

We envision a model community which is governed in an open and ethical manner, where great ideas are replicated and brought to scale, and all sectors work collaboratively to reach shared goals.

From our valleys, across our mountains, and into our deserts, we envision a county that is a destination for visitors and a home for anyone seeking a sense of community and the best life has to offer.

For more information about the Countywide Vision visit <http://www.sbcounty.gov/CAO/vision/>

2. LENGTH OF PARTICIPATION

Exhibit I – Youth Participant Flowchart. Create a flowchart which provides a clear succession of services your program provides to youth. Provide a narrative that supports flowchart. The narrative should discuss:

- a. The progression of youth participants from enrollment through exit to follow-up including all service options available and how business/employers and collaborators interact in the process.
- b. How much time will elapse between first contact and first service; length of time a youth participant will spend in each point of service or process.
- c. How your strategy will ensure that federally established performance standards are met.
- d. How you will collaborate with adult education, training providers and community colleges.

3. SYSTEM OF SUPPORT

Complete *Attachment F – Linkages*, which outlines the program element responsibilities for each collaborator. Submit "Memorandum of Understanding (MOU), Formalized Agreements or Letters of Support from non-funded partners" for all linking agencies and label as *Exhibit II*.

- a. Describe your relationships with education partners, other agencies, youth-focused community based organizations, businesses/employers in operating a workforce development program targeted at youth.
- b. Describe your collaboration with other non-profit, for-profit, and other public entities including their respective roles in providing services to youth.

- c. Identify any non-WIOA funded collaborators and their roles in ensuring youth participant in your program.
- d. Specify the actual commitments each collaborator has made in terms of other additional direct and in-kind resources to maximize effectiveness.
- e. Describe your plan to access the services of other youth and family service providers in your proposed area of service that will assist youth in continuing their participation in your youth program.

4. YOUTH OUTREACH

- a. Describe in detail your outreach and recruitment strategy for WIOA eligible youth age 16-24, both in-school and/or out-of-school.
- b. Identify and describe the specific organizations, schools or community resources you will be targeting in your proposed geographic area of service.

5. INTAKE AND ASSESSMENT

- a. Describe your intake process including eligibility determination and your assessment process to provide the appropriate service strategy for eligible youth.
- b. Describe how you will conduct an initial assessment of the youth's financial condition.
- c. Discuss how assessment will be structured to identify academic, employability and occupational interest, aptitudes and skill levels, personal development, and supportive service needs.
- d. Describe your referral process to ensure that youth not eligible to your program will be referred to their local America's Job Center of California (AJCC).

6. INDIVIDUAL SERVICE STRATEGY

- a. Describe your plan for developing Individual Service Strategies (ISS) for eligible youth and how you will provide information on the full array of available services and encourage their use.
- b. Discuss how services and activities included in the ISS are based on individual assessments, that outcomes meet federally established performance standards, and that youth receive proper information and appropriate guidance to make informed decisions. What specific tools will be used? (see Appendix 2 – Sample ISS)

7. PROGRAM ELEMENTS

- a. Complete *Exhibit III* – Proposed Enrollment and Outcomes Summary.
- b. Describe your strategy for providing the variety of services listed in the Program Design, ensuring that the services are available, accessible and based on the assessment and ISS of youth.

8. SUCCESSFUL OUTCOMES

Discuss your plan to ensure that proposed youth activities would result in achieving goals described in this RFP.

9. CASE MANAGEMENT STRATEGY

- a. Discuss your case management strategy for youth and how each youth participant receives all planned service, makes appropriate progress, and reaches planned goals.
- b. Discuss your strategy to re-engage out-of-school youth with school; how you will provide educational services such as basic skills, English for non-English speakers, computer literacy, and instruction leading to the completion of secondary school, tutoring, study skills, alternative

school services, GED preparation, and preparation for post-secondary educational opportunities.

- c. Discuss how your program is tied or linked to public adult education schools, training providers, and local community colleges. Discuss how you will provide contextual basic skills and link academic and occupational training.
- d. Discuss your strategy to prepare youth for work, develop and improve youth employment skills, work readiness skills, and job-specific skills.
- e. Describe your plan to ensure continued participation of youth in your WIOA program.

10. CAREER PATHWAYS APPROACH

Describe your process for providing career guidance, including career exploration opportunities, career development strategies, job development, and job placement.

11. EMPLOYER PARTICIPATION

- a. Describe how you will identify, develop, and maintain relationships with employers who can participate in preparing youth for the workforce.
- b. Describe how you will coordinate job development with your collaborators and with other successful proposers.
- c. Describe the continuum of opportunities for employer involvement and indicate the extent of their commitment, especially in providing subsidized employment for youth and in identifying appropriate training strategies to prepare youth for career-oriented employment.

12. PARTICIPATION OF PUBLIC ADULT EDUCATION, TRAINING PROVIDERS, AND COMMUNITY COLLEGES

Describe your strategy for providing training services to youth participants through the public adult education schools, training providers, and community colleges.

13. FOLLOW-UP STRATEGIES

- a. Discuss your follow-up services for at least 12 months after the youth participant exits from the program to determine if the youth has achieved or attained their goal and continues to be enrolled in school or employed.
- b. Describe the activities and strategies that will keep youth actively engaged during the follow-up period and how these activities will enhance their employment and/or educational placement.
- c. Discuss how and at what intervals youth participant activities will be monitored and tracked after exiting from the program.
- d. Discuss how you will ensure that youth participants remain on their targeted career path after exiting from the program.

14. REPORTING OF YOUTH ACTIVITIES

Describe how you will ensure that all youth activities from enrollment through exit to follow-up are reported to the County in a timely and accurate manner. Include responsible staff and the processes that will be utilized to accomplish this requirement.

C. NARRATIVE 3 – Cost Reasonableness – Total 35 Points

The purpose of the Project Budget is to determine how the project will implement the proposed plan with the funds available through this program. The budget is the basis for management, fiscal review, and audit. Project costs must be directly related to the objectives and activities of the project. The budget must cover the entire contract period. In the budget, include only those items that you want covered by WIOA funds. Proposers are required to supplement WIOA funds with funds from other sources; supplemental funding is a proposal evaluation criterion.

1. THE BUDGET NARRATIVE

Proposer is required to submit a narrative with the project budget. In the narrative, describe:

- a. How the project's proposed budget supports the stated objectives and activities in the project,
- b. How funds are allocated to minimize administrative costs and support direct services to participants. Proposals must reflect at least thirty-five percent (35%) of funds allocated directly to youth; this includes training, participant wages, supportive services and stipends,
- c. WIOA requires that at least twenty percent (20%) of all funding to Work Experience activities, this includes; participant wages and staff salaries in direct support of work experience such as; worksite development, monitoring, supervision, and timesheet drop-off/pick-up,
- d. Administrative expenditures are limited to eight percent (8%) of the total budget. These expenditures include but are not limited to, fiscal activities, accounting, and auditing,
- e. The duties of project funded staff, including qualifications or education level necessary to the job assignment,
- f. How project-funded staff duties and time commitments support the proposed objectives and activities,
- g. Proposed staff commitment/percentage of time to other efforts, in addition to this project, any unusual expenditures, and
- h. Identify all proposed subcontracts.
- i. At least 10% of the total budget request must be reserved for the follow-up year.

2. BUDGET FORM

Refer to the Total Budget Request Form – *Attachment G*. Complete the form using the electronic version (Excel Document) available in ePro.

Each budget category requires additional line item detail that addresses the method of calculation and justification for the expense. Enter the amount of each line item. All charges must be clearly documented and rounded off to the nearest whole dollar.

3. ORGANIZATIONAL CHART

The Organizational Chart should provide a clear and detailed depiction of the structure of the proposer organization, and the specific unit within the organization that will be responsible for the implementation of the project. A current resume of all personnel included on the organizational chart shall be attached (*Exhibit V*). This chart should also depict supporting units within the organization (e.g. the Accounting Unit) and depict the lines of authority within the organization. Job titles on the Organizational Chart should match those in the Budget and Budget Narrative. Positions to be hired upon receipt of grant should be clearly identified. Submit Organizational Chart and label as *Exhibit IV*.

4. FORMALIZED AGREEMENTS

Formalized Agreements must reflect current dates and contain signatures, titles and agency names for both parties. These documents must demonstrate a formal system of networking and coordination with other agencies and the project. Those agreements submitted with the proposal must be effective for the proposed program year. For the purposes of this RFP, the terms "Formalized Agreement" and "Memorandum of Understanding (MOU)" are synonymous. (*Exhibit II*)

5. PROGRAM COSTS

Program expenses are defined as necessary expenditures exclusive of personnel salaries, benefits and participant costs. Such expenses may include specific items directly charged to the project.

The expenses must be program-related (e.g. to further the program objectives as defined in the Contract award), and be encumbered during the Contract period.

6. ADMINISTRATIVE COSTS

These costs are defined as costs of operations related, required, and incurred for official business in coordination of those functions under WIOA. Some examples include accounting, financial, procurement and purchasing, payroll, personnel management, resolution of findings, and general legal services. Administrative/Indirect costs are capped at eight percent (8%).

7. PARTICIPANT COSTS

Participant Costs include the cost of items that are spent directly on individual participants and are traced by individual enrollment. Possible costs include participant supportive services, stipends, participant wages, and participant training costs and fees incurred to achieve participant goals, objectives and activities. At least thirty-five percent (35%) of the total budget must be allocated to participant costs.

8. IN-KIND/LEVERAGED FUNDS

Proposers are required to seek in-kind contributions and/or leveraged funds from non-WIOA sources to assist in the operation of this project. An amount which is at least twenty-five percent (25%) of the amount of funding requested must be supplemental from in-kind services, equipment, space, or cash contributions from funds that are being leveraged from other sources. At least ten percent (10%) must be from cash contributions. In-Kind/Leveraged funds must be clearly described in the budget narrative and on the Total Budget Request form.

D. Bonus Points – Total 30 Points

This category provides for enhancements and additional services to youth enrolled in proposers program.

- Maximum of 10 points – 2 points each for formalized agreements with City/County Probation, City/County Department of Children and Family Services, Foster Care Programs/Agencies, Transitional Aide to Youth (TAY) program, City/County superintendent of Schools and local Alternative Education sites.
- Maximum of 10 points – Proposals that include Life Coaches to assist youth in setting short term, mid-term, and long-term goals.
- Maximum of 10 points – Proposals that include well-developed Civic Involvement activities components for enrolled youth. Types of activities associated with Civic Involvement include, but are not limited to, promoting youth voter registration, involvement in youth-run grant opportunities, community service opportunities, and service-learning opportunities.

E. Evaluation Criteria

1. **Initial Review** (Pass/Fail) - All proposals will be initially evaluated by WDD staff as follows to determine if they are eligible to be considered and evaluated:
 - a. The proposal must be complete, in the required format, and comply with all RFP requirements.
 - b. All accepted proposals shall be reviewed to determine that the minimum eligibility requirements have been met. Ineligible proposers will be notified in writing.
 - c. Proposers must meet the Minimum Proposer Requirements as outlined in Section I, Paragraph D-Minimum Proposer Requirements. Failure to meet all of these requirements will result in a non-responsive proposal that will be rejected with no further evaluation or consideration. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by the County to be immaterial or

inconsequential, the County may choose to accept the proposal. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

2. **Technical Review** Proposals meeting the Initial Review requirements will be evaluated by an independent Evaluation Committee with the responsibility for reviewing all proposals and conducting the reviews, evaluations, and scoring described in Section VII. Evaluation. In addition, the Evaluation Committee, may, in its sole discretion, utilize outside experts and financial consulting or reporting services to assist in the evaluation process.
 - a. All eligible proposals shall be reviewed for costs that are reasonable, allowable, necessary, and competitive, as measured by a review of the line item budget, the project design, and its competitive standing as compared to all other proposals.
 - b. A minimum score of seventy (70) points is required to be successful.
 - c. The successful Proposer will be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. The County will use the following criteria in its evaluation and comparison of proposals submitted. The order in which they appear is not intended to indicate their relative importance.
 - i. Responsiveness to RFP.
 - ii. Professional reputation of firm.
 - iii. Experience with projects similar to those described in this RFP.
 - iv. Adequacy of firm's support staff or sub-contractors.
 - v. Satisfaction of current/past clients.
 - vi. Depth and breadth of experience relative to these types of services.
 - vii. Accuracy of cost estimates.
 - d. The Evaluation Committee may contact any of the Proposer's client references to discuss the Proposer's qualifications and past performance. The results of any such reference checks will be considered in the evaluation and scoring of proposals.
 - e. The County may also contact any proposer to clarify any response; contact any current user of proposer's services; solicit information from any available source concerning any aspect of a proposal; request an oral presentation of any or a select few proposers; and seek and review any other information deemed pertinent to the evaluation process.
 - f. Recommendation – Following the completion of evaluations by the Evaluation Committee and the scoring of Proposals in accordance with this Section, the Evaluation Committee will make a recommendation for award of a Contract(s). The Deputy Executive Officer of Workforce and Economic Development (DEO) or his designee will propose funding recommendation to an Ad Hoc committee of the LWDB. The LWDB Ad Hoc committee will consider WDD's recommendations and may accept or reject WDD's recommendation in making its decision. The full LWDB will consider the Ad Hoc committee's recommendation during a public meeting. The LWDB's final funding decisions will be submitted to the San Bernardino County Board of Supervisors (Board). In certain situations, the Board may authorize the Chief Executive Officer (CEO) and/or the Purchasing Agent to award Contracts.
3. **Reference Checks** References are obtained or verified at the discretion of the County, and at any stage in the evaluation process.

F. Award

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

G. Disputes Relating to Proposal Process and Award

In the event a dispute arises concerning the proposal process prior to the award of the Contract, the party wishing resolution of the dispute shall submit a request in writing to the LWDB Chairperson. Proposer may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Appeal must be in writing.
2. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a denial of award can only be brought on the following grounds:

1. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

San Bernardino County
Workforce Development Board
Attention: LWDB Chairperson
290 North D Street, Suite 600
San Bernardino, CA 92415-0046

Accepted appeals will be processed and reviewed by a panel convened by the Chairperson of the LWDB and the DEO. The LWDB and WDD will consider only those specific issues addressed in the written appeal. The LWDB Chairperson shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Contract. The decision of the LWDB Chairperson shall be deemed final.

**ATTACHMENT A – COVER PAGE
PROPOSAL COVER SHEET**

(1) Agency/Institution Submitting Proposal	
(2) Project Title	
(3) Project Director (Name, Title, Address, Telephone, Fax, e-mail)	(4) Site Coordinator (Name, Title, Address, Telephone, Fax, e-mail) Grant Period
(5) Financial Officer (Name, Title, Address, Telephone)	(6) Program Period
	(7) Amount of Funds Requested
	(8) Official Authorized to Sign for Proposal / Contractor <div style="text-align: center;"> _____ Signature </div> <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> _____ Title </div> <div style="text-align: center;"> _____ Date </div> </div>

Proof of Authority from Governing Board

The above-named organization (proposer) accepts responsibility for the program described in this Proposal. The proposer agrees to the program and the funding terms and conditions of the County. It is agreed that any liability arising out of the performance of this Contract, including civil court actions for damages, shall be the responsibility of the recipient and the authorizing agency. San Bernardino County disclaims responsibility of any such liability.

Written authorization from the governing board in support of this program is included with this Proposal Cover Sheet.

Cost/Pricing Data and Proposal Content

This is to certify that, to the best of my knowledge and belief, the cost/pricing data submitted, either actually or by specific identification in writing to the County in support of this proposal, is accurate, complete, and current as of the date above. This certification includes the cost/pricing data supporting any Contract(s) that may be agreed upon between the bidder and the County that are part of the result of submitting this proposal.

Certification of Authority

The person executing this certificate on behalf of the Proposer affirmatively represents that s/he has the requisite legal authority to do so on behalf of Proposer. Both the person executing this proposal on behalf of the Proposer and Proposer understand that the County is relying on this representation in receiving and considering this proposal.

ATTACHMENT B – PROPOSAL CONTENTS CHECKLIST

Proposer Legal Name: _____

Page

Attachment A – Cover Page Proposal Cover Sheet..... _____

Attachment B – Proposal Contents Checklist..... _____

Documents to be Submitted with Proposals

Attachment C – Exceptions to RFP..... _____

Attachment D – Statement of Certification/Qualifications..... _____

Attachment E – References..... _____

Narrative 1: Demonstrated Ability _____

Narrative 2: Program Design _____

Exhibit I: Youth Participant Flowchart..... _____

Attachment F – Linkages _____

Exhibit II: Memorandum of Understanding, Formalized Agreements, and/or Letters of Support _____

Exhibit III: Proposed Enrollment and Outcomes Summary _____

Narrative 3: Cost Reasonableness _____

Attachment G – Total Budget Request..... _____

Exhibit IV: Organizational Chart _____

Exhibit V: Resumes of Project Personnel _____

Exhibit VI: Audited Financial Statements (for those organizations that do not currently contract with WDD)..... _____

ATTACHMENT C – EXCEPTIONS TO RFP

PROPOSER NAME _____

ADDRESS _____

TELEPHONE# () _____ FAX # () _____

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions:
(Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page
number, as applicable. Be specific about your objections to content, language, or omissions. Add as many
pages as required.)

Name of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

ATTACHMENT D – STATEMENT OF CERTIFICATION AND QUALIFICATIONS

The following statements are incorporated in our response to San Bernardino County.

Statement of Certifications	Agree (initial)	Agree with qualification (initial and attach explanation)
The offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
All aspects of the proposal, including cost, have been determined independently, without consultation with any other Proposer or competitor for the purpose of restricting competition.		
All declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law.		
Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.		
Proposer agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Proposer’s ability to perform the services as proposed; and		
Proposer, if selected will comply with all applicable rules, laws and regulations.		
Statement of Qualifications		
Number of years the Proposer has been in business under the present business name, as well as related prior business names.	Years	
Proposer has a demonstrated capacity to perform the required services.	Statement of Capacity:	
Proposer does not have any commitments or potential commitments that may impact the Proposer’s ability to perform this Contract.	Yes	No

ATTACHMENT E – REFERENCES

Name of Agency	Contact Name/Address	Phone Number	Dates services provided (from/through*)

Provide a minimum of three (3) customer references you have contracted with, providing the same service as requested in this RFP.

*Enter “**Present**” if still providing the services (Example: 10/08/03/present).

ATTACHMENT F – LINKAGES

Instructions: This form must be completed with the name of each collaborator proposed to provide any of the services listed below. This form must be accompanied by a signed Memorandum of Understanding, Formalized Agreement, or Letter of Support.

Proposer Name: _____

Element	Name of Collaborator(s) Providing
1. Tutoring, study skills training, and evidence based dropout prevention strategies that lead to completion of secondary school diploma or its recognized equivalent or for a recognized postsecondary credential.	
2. Alternative secondary school offerings.	
3. Summer employment opportunities directly linked to academic and occupational learning.	
4. Paid and unpaid work experiences, including summer employment opportunities, internships, pre-apprenticeship programs, job shadowing and on the job training opportunities.	
5. Occupational skill training; which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in demand industry sectors or occupations.	
6. Leadership development opportunities, which may include such activities as positive social behavior and soft skills, decision making, team work, and other activities.	
7. Supportive services.	
8. Adult mentoring for duration of at least twelve (12) months, which may occur both during and after program participation.	
9. Follow-up services for a minimum 12-month period.	
10. Comprehensive guidance and counseling, including drug and alcohol abuse counseling, mental health counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth.	
11. Financial literacy education	
12. Entrepreneurial skills training	
13. Services that provide labor market and employment information about in demand industry sectors and occupations	
14. Activities that help youth prepare for and transition to post-secondary education and training.	

ATTACHMENT G – TOTAL BUDGET REQUEST

Contractor Name: _____ **Proposed Contract Amount:** _____

BUDGET SUMMARY		2016-2017			2017-2018		
		<i>Work Experience</i>	<i>Program</i>	<i>Total</i>	<i>Work Experience</i>	<i>Program</i>	<i>Total</i>
A.	In-School Youth			0.00			0.00
B.	Out-of-School Youth			0.00			0.00
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
% of Out-of-school				#DIV/0!			#DIV/0!
BUDGET DETAIL		2016-2017			2017-2018		
		<i>Work Experience</i>	<i>Program</i>	<i>Total</i>	<i>Work Experience</i>	<i>Program</i>	<i>Total</i>
A	*Staff Salaries and Benefits			0.00			0.00
B	Staff Travel/Training/Meetings			0.00			0.00
C	Office Supplies/Postage/Janitorial			0.00			0.00
D	Telephone /Internet			0.00			0.00
E	Rent			0.00			0.00
F	Utilities			0.00			0.00
G	Insurance			0.00			0.00
H	Acctg, Audit or Annual Statements			0.00			0.00
I	**Equipment Purchases			0.00			0.00
J	**Equipment Rent/Lease			0.00			0.00
K	Equipment Maintenance			0.00			0.00
L	Printing, Reproduction (Instruction Mtrl)			0.00			0.00
M	Training Materials, Class Supplies, Books			0.00			0.00
N	Recruitment, Advertising, Outreach			0.00			0.00
O	Participant Wages and Benefits			0.00			0.00
P	Supportive Services			0.00			0.00
Q	Contracted Services (including training)			0.00			0.00
R	**Subcontracts/Formal Agreements			0.00			0.00
S	***Indirect Costs (Info. required below)			0.00			0.00
T	Other (Specify Please)			0.00			0.00
Total:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Leverage Funding Information:			
Describe Source of Cash/Non-Cash Funding (Min. of 15% of funding must be cash and 10% or more can be In-kind contributions)	Cash Amount	Non-Cash Amount	Total Leverage
			\$ -
			\$ -
			\$ -
			\$ -

EXHIBIT I – YOUTH PARTICIPANT FLOWCHART

EXHIBIT II – MOUS, FORMALIZED AGREEMENTS, AND/OR LETTERS OF SUPPORT

EXHIBIT III – PROPOSED ENROLLMENT AND OUTCOMES SUMMARY

Proposer Legal Name	
Total Funds Requested	
Cost Per Youth Served	

A. Table 1 – Proposed Enrollment

Column A	Column B	Column C
# of Youth to be Served	# of Out-of-School Youth	# of In-School Youth

B. Table 2 – Proposed Planned Outcomes

PROPOSED PLANNED OUTCOMES	
Benchmark	Number
Proposed Number of Youth Obtaining a High School Diploma/GED	
Proposed Number of Youth Attaining an Industry Credential/Certificate	
Proposed Number of Youth Participating in Work-Experience	
Proposed Number of Youth Entering Post-Secondary Education/Training	
Proposed Number of Youth Placed into Unsubsidized Employment	
Proposed number of Youth with Literacy and Numeracy Gains	
Proposed Number of Youth Retaining Post-Secondary Education/Training in the 2 nd Quarter after Exit	
Proposed Number of Youth Retaining Employment in the 2 nd Quarter after Exit	
Proposed Number of Youth Retaining Post-Secondary Education/Training in the 4 th Quarter after Exit	
Proposed Number of Youth Retaining Employment in the 4 th Quarter after Exit	

EXHIBIT IV – ORGANIZATIONAL CHART

EXHIBIT V – RESUMES OF PROJECT PERSONNEL

EXHIBIT VI – AUDITED FINANCIAL STATEMENTS (2 YEARS)

APPENDIX 1 – SAMPLE

**FORMALIZED AGREEMENT / MEMORANDUM OF UNDERSTANDING
BETWEEN
(Lead Agency name)
and
(Linking Agency / Subcontractor)**

Both parties mutually agree to the following provisions, conditions and covenants.

I. TERM OF AGREEMENT

- The term of the agreement shall be from _____ through _____ unless terminated pursuant to Section VI.
- Subsequent services shall be authorized by a written extension signed by authorized agents of both *Lead Agency* and *Linking Agency/Subcontractor names*.

II. Linking Agency / Subcontractor RESPONSIBILITIES

- *Linking Agency name* will provide Adult Mentoring and Leadership Development Services to forty (40) eligible youth who are enrolled in *Lead Agency name* youth program. Hours of training will be Mondays and Wednesdays from 8:00am to 10:00am and 4:00pm to 6:00pm.
- *Linking Agency name* will provide monthly participant progress reports to *Lead Agency name* by the tenth of each month.
- *Linking Agency name* shall provide cooperation in any WIOA Youth Program monitoring conducted by *Lead Agency name*, Workforce Development Department, San Bernardino County, State or Federal agencies.
- *Linking Agency name* agrees to hold San Bernardino County and its authorized agents harmless as a result of linking and/or subcontracting with *Lead Agency name*.

III. LEAD AGENCY RESPONSIBILITIES

- Refer eligible youth participants to *Linking Agency name* for adult mentoring and leadership development activities.
- Provide technical assistance to *Linking Agency name* regarding WIOA program implementation.
- *Lead Agency name* will monitor work performed under this Formalized Agreement, which relates to WIOA Youth participants on a weekly/monthly basis to determine if program objectives are being met. *Lead Agency name* will make a written record of any findings and will share this information with the appropriate agency staff.

IV. JOINT RESPONSIBILITIES

- *Lead Agency and Linking Agency name* agree to protect and maintain confidentiality of all clients as specified in the provisions of WIOA and Section 10850 of the Welfare and Institutions (W&I) Code and Division 19-000 of the Department of Social Services Manual of Policies and Procedures.
- *Lead Agency and Linking Agency name* shall not discriminate against any clients on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability.
- *Lead Agency and Linking Agency name* will comply with the Workforce Innovation and Opportunity Act and its regulations.

- *Lead Agency and Linking Agency name* agree to retain all WIOA records in their original form for a period of three (3) years after the termination of this Formalized Agreement MOU or any other pending matters or actions concerning the records.
- Provide excellent customer service to all enrolled youth participants.

V. FISCAL PROVISIONS

- *Linking Agency name* will receive a flat fee of \$_____ for each youth served.
- Compensation for Adult Mentoring and Leadership Development Services/ Activities will not exceed _____dollars \$_____for the term of this agreement.
- *Linking Agency name* has agreed to provide these services in-kind.
- *Linking Agency name* shall request payments by the fifteenth of each month. Payment requests should be sent to the following address:

Lead Agency Name
Lead Agency Address

VI. GENERAL TERMS AND CONDITIONS

INSURANCE REQUIREMENTS

- *Lead Agency and Linking Agency name* agree to provide Workers' Compensation for their own employees who may provide services under this Formalized Agreement.
- *Linking Agency name* must comply with the same Indemnification and Insurance requirements that are imposed on *Lead Agency name*.

AMENDMENTS

- This Formalized Agreement may be amended by written mutual consent of both parties.
- Either party may terminate this Formalized Agreement upon _____days' written notice.

This Formalized Agreement consists of ___ pages and is the full and complete document describing services to be rendered by *Linking Agency to Lead Agency*.

Authorized Agent: (Lead Agency Name)

Authorized Agent: (Linking Agency Name)

By: _____
Name

By: _____
Name

Title

Title

Signature

Signature

Address

Address

APPENDIX 2 – SAMPLE

**Workforce Innovation and Opportunity Act
Individual Service Strategy Plan – Youth (ISS)**

Background Information

Date	Name (Last, First, MI)	SSN	
Address		City, State	Zip
Gender <input type="checkbox"/> Male <input type="checkbox"/> Female		Birth Date	Age
Employment Goal			

EDUCATION HISTORY

Educational Institution:	Highest Grade Completed:
<input type="checkbox"/> Student, H.S. or Less <input type="checkbox"/> Student, attending Post H.S. <input type="checkbox"/> Out of School, H.S. Dropout <input type="checkbox"/> Out of School, H.S. Graduate	Diplomas/Degrees/Licenses/Certification/Letter of Recognition (List type): Additional Education/Vocational Training Courses Taken:

EMPLOYMENT HISTORY

Employer:	Job Title:
Job Duties:	Reason for Leaving:
Employer:	Job Title:
Job Duties:	Reason for Leaving:
Employer:	Job Title:
Job Duties:	Reason for Leaving:

List any hobbies, special skills, or equipment the participant can operate:

Assessment Information

Participant Name: _____

ACADEMIC LEVELS				NAME OF ASSESSMENT					
Basic Skills Grade Level:									
Reading Score (Pre)		(Post)							
Math Score (Pre)		(Post)							
Interests:									
Aptitudes:									
Career Guidance Needs:									
Identify Primary Goals	<i>Pre-Assessment Results Goal Set</i>						<i>Post-Assessment Goals Goal Achieved</i>		
	Yes	No	Date				Yes	No	Date
A. Basic Skills	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>	
B. Work Readiness Skills	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	<input type="checkbox"/>	
C. Occupational Skills	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>				
Assessment Results Summary:									

Supportive Service Needs and Challenges to Employment

Participant Name: _____

SUPPORT RELATED CHALLENGES: ("X" appropriate boxes)			
<input type="checkbox"/> Clothing	<input type="checkbox"/> Disability	<input type="checkbox"/> Health/Substance Abuse	<input type="checkbox"/> Teenage Parent
<input type="checkbox"/> Food/Housing	<input type="checkbox"/> Childcare	<input type="checkbox"/> Psychological/Emotional	<input type="checkbox"/> Pregnant
<input type="checkbox"/> Transportation	<input type="checkbox"/> Family Issues	<input type="checkbox"/> Ex-Offender	<input type="checkbox"/> Social
<input type="checkbox"/> Foster Care	<input type="checkbox"/> Runaway Youth	<input type="checkbox"/> Family TANF	<input type="checkbox"/> Other (describe)
<i>Comments:</i>			
BASIC SKILLS CHALLENGES: ("X" appropriate boxes)			
<input type="checkbox"/> Reading Comprehension	<input type="checkbox"/> Writing	<input type="checkbox"/> Problem-Solving, Reasoning, Decision-Making	
	<input type="checkbox"/> Communications	<input type="checkbox"/> ESL / Vocational ESL	
<input type="checkbox"/> Math Comprehension	<input type="checkbox"/> Listening	<input type="checkbox"/> Life Skills	
	<input type="checkbox"/> Budgeting		
<i>Comments:</i>			
OCCUPATIONAL SKILLS CHALLENGES: ("X" appropriate boxes)			
<input type="checkbox"/> Vocational/Occupational	<input type="checkbox"/> Work Experience	<input type="checkbox"/> Achievement of Certificate	
	<input type="checkbox"/> Apprenticeship		
<i>Comments:</i>			
WORKFORCE READINESS CHALLENGES: ("X" appropriate boxes)			
<input type="checkbox"/> World of Work Awareness	<input type="checkbox"/> Career Planning	<input type="checkbox"/> Leadership	<input type="checkbox"/> Teamwork
<input type="checkbox"/> Labor Market Knowledge	<input type="checkbox"/> Job Search Techniques	<input type="checkbox"/> Allocates sources	<input type="checkbox"/> Interpersonal Skills
<i>Comments:</i>			

Post-Assessment Training Referral Services

Participant Name: _____

Type of Training		Estimated Beg./End Dates for Training	Name of Training Provider
Tutoring, Study Skills for HS Completion and/or Dropout Prevention			
Alternative Secondary School Services			
Paid/Unpaid Work Experiences – Summer & Year Round Pre-Apprenticeships Internships & Job Shadowing On-the-Job training opportunities			
Occupational Skills Training			
Education offered in context as workforce preparation activities & training for a specific occupation			
Leadership Development Opportunities			
Supportive Services			
Adult Mentoring			
Follow-up Services			
Comprehensive Guidance and Counseling Services			
Financial Literacy Education			
Entrepreneurial Skills Training			
Labor Market & Employment Information			
Transitional Activities to Post-Secondary Education & Training			

I understand and agree to the service strategy described in this youth service plan*

Participant Signature

Date

Case Manager Signature

ISS QUARTERLY REVIEW (Please have the WIOA Participant initial that the ISS has been reviewed with them).

First Qtr:	_____	_____
	(Initials)	(Date Reviewed)
Second Qtr:	_____	_____
	(Initials)	(Date Reviewed)
Third Qtr:	_____	_____
	(Initials)	(Date Reviewed)
Fourth Qtr:	_____	_____
	(Initials)	(Date Reviewed)

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